

# EXHIBIT B

September [\_\_\_], 2020

Apex Linen Service LLC  
6375 S. Arville St.  
Las Vegas, NV 89118  
Attn: [CEO]  
Attn: Bill Hughes  
Email: bhughes@glassratner.com

Re: **Fee Letter**

Ladies and Gentlemen:

Reference is made to that certain Senior Secured, Superpriority Debtor-In-Possession Loan and Security Agreement, dated as of the date hereof (as the same may be amended, restated or modified from time to time, the “**Loan Agreement**”) by and among APEX LINEN SERVICE LLC, a Delaware limited liability company, as a debtor and a debtor-in-possession, HIGHLAND APEX HOLDINGS LLC, a Delaware limited liability company, as a debtor and a debtor-in-possession, HIGHLAND AVENUE CAPITAL PARTNERS LLC, a Wyoming limited liability company, as a debtor and a debtor-in-possession, HIGHLAND APEX GP LLC, a Delaware limited liability company, as a debtor and a debtor-in-possession, and HIGHLAND APEX MANAGEMENT LLC, a Delaware limited liability company, as a debtor and a debtor-in-possession (each a “**Borrower**” and collectively, the “**Borrowers**”), the lenders party thereto (the “**Lenders**”), Breakwater Management LP, as collateral agent (the “**Collateral Agent**”), and Breakwater Management LP, as administrative agent (the “**Administrative Agent**”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Loan Agreement. This letter sets forth fees payable in connection with the Loan Agreement.

1. **Origination Fee.** On the Closing Date, the Borrowers shall pay to the Administrative Agent, for the benefit of the Lenders (subject to any separate agreement among the Lenders holding the Loans), a fully earned, non-refundable origination fee in the amount of \$80,000 (or two percent (2%) of the principal amount of the Loan Commitments of the Lenders on the Closing Date) (the “**Origination Fee**”), due and payable on the Closing Date, which payment shall be made, at the option of the Administrative Agent, by wire transfer of immediately available funds to an account or accounts designated by the Administrative Agent or through an offset of the funded amount of any Loans made on the Effective Date.

2. **Loan Administration Fee.** The Borrowers shall pay to the Administrative Agent a non-refundable administrative fee in the amount of \$25,000 (the “**Loan Administration Fee**”), payable in advance on the Closing Date, which payment shall be made by wire transfer of immediately available funds to an account or accounts designated by the Administrative Agent.

3. **Payments.** Payment of the Origination Fee and Loan Administration Fee should be made by wire transfer as follows:

Bank: East West Bank

Apex Linen Service LLC  
September [ ], 2020  
Page 2

Bank Address: 135 N. Los Robles Ave. Suite 600  
Pasadena, CA 91101  
Account Name: Breakwater Management LP  
Account Address: 1999 Avenue of the Stars, Suite 1150, Los Angeles, CA 90067  
Account No.: 8003096693  
Routing No.: 322070381  
Swift Code: EWBKUS66XXX

4. **Returned Payments.** Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by the Administrative Agent, for the benefit of the Lenders, is avoided, rescinded, set aside or must otherwise be returned or repaid by such Person whether in any bankruptcy, reorganization, insolvency or similar proceeding involving the Borrowers or any other Loan Party, any of their Subsidiaries or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against the Borrowers, the other Loan Parties and their respective successors or assigns. In such event, the Borrowers and the other Loan Parties shall be and remain liable to the Administrative Agent and the Lenders, as applicable, for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Person with interest accruing thereon from and after the date such amount is so repaid or recovered. In addition, Borrowers acknowledge and agree that Administrative Agent's and the Lenders' rights are reserved in and to any checks or similar instruments for the payment of money heretofore received and retained by Administrative Agent or any Lender and in and to any money due or to become due by reason of such checks or similar instruments, and/or the proceeds thereof, and/or all of the Administrative Agent's and the Lenders' claims thereon.

5. **Amendment and Waivers.** This letter constitutes the "Fee Letter" pursuant to the Loan Agreement. Any amendment, supplement or modification of or to any provision of this Fee Letter, any waiver of any provision of this Fee Letter, and any consent to any departure by any party from the terms of any provision of this Fee Letter, shall be effective (a) only if it is made or given in writing and signed by each of the parties hereto and (b) only in the specific instance and for the specific purpose for which it is made or given.

6. **Counterparts.** This Fee Letter may be executed in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

7. **Successors and Assigns.** All of the covenants and provisions of this Fee Letter shall bind and inure to the benefit of the parties' respective successors and assigns hereunder. The Administrative Agent may assign any of its rights hereunder to any Person. Any assignee of the Administrative Agent may enforce the terms of this Fee Letter as if it had been an original party hereto. The Borrowers may not assign any of their rights, or delegate any of their obligations, under this Fee Letter without the prior written consent of the Administrative Agent (in its sole discretion), and any such

Apex Linen Service LLC  
September [ ], 2020  
Page 3

purported assignment by the Borrowers without the prior written consent of the Administrative Agent shall be null and void and of no force or effect.

8. **Governing Law.** In all respects, including matters of construction, validity and performance, this Fee Letter shall be governed by, and construed and enforced in accordance with, the internal laws of the State of New York applicable to contracts made and performed in that state (without regard to the choice of law or conflicts of law provisions thereof that would require the application of the law of any other jurisdiction).

9. **Interpretation.** The title of and the section and paragraph headings in this Fee Letter are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Fee Letter. All section, clause and party references are to this Fee Letter unless otherwise stated. No party, nor its counsel, shall be deemed the drafter of this Fee Letter for purposes of construing the provisions of this Fee Letter, and the parties all waive any statute, principle or rule of law to the contrary. All provisions of this Fee Letter shall be construed in accordance with their fair meaning, and not strictly for or against any party. References to “Dollars” and “\$” shall be to the lawful currency of the United States, unless otherwise specified. The words “including” and “includes” and words of similar import when used in this Fee Letter shall not be limiting and shall mean “including without limitation” or “includes without limitation”, as the case may be. Unless the context otherwise requires, “or” is not exclusive.

[Signature pages follow.]

If the foregoing is in accordance with your understanding, please execute and return this letter to us.

BREAKWATER MANAGEMENT LP, as Administrative Agent

By: Breakwater Management GP LLC, its general partner

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED TO AS OF DATE FIRST SET FORTH ABOVE:

APEX LINEN SERVICE LLC

By: \_\_\_\_\_  
Name:  
Title:

HIGHLAND APEX HOLDINGS LLC

By: \_\_\_\_\_  
Name:  
Title:

HIGHLAND AVENUE CAPITAL PARTNERS LLC

By: \_\_\_\_\_  
Name:  
Title:

HIGHLAND APEX GP LLC

By: \_\_\_\_\_  
Name:  
Title:

HIGHLAND APEX MANAGEMENT LLC

By: \_\_\_\_\_  
Name:  
Title: